



PAINTING SERVICES (OBCS)

INVITATION TO BID – REQUISITION NO. 2024-0516

ADDENDUM NO. THREE (3) – DATED May 10, 2024

The information given in this addendum is in addition to or supersedes conflicting information to the invitation to bid and is hereby made a part of the request.

1. Add bid bond specifications for Orange Beach City Schools Buildings to Public Notice, page 1, as stated below :

Bids in excess of Fifty Thousand Dollars (\$50,000) must be accompanied by a certified check or bid bond payable to the City of Orange Beach in an amount not less than 5% of the bid amount, but in no event more than \$10,000. Performance and Labor and Material Payment Bonds will be required from the Contractor. The Contractor will be required to obtain a business license from the City of Orange Beach to operate within the Corporate Limits.

2. Amend page Bid Specifications, C. Award, page 5, to read as follows:

The Board of Education will award a single contract, dependent on the availability of funds. The contract will be awarded to the lowest responsive qualified contractor, subject to the Orange Beach Board of Education's right to reject any or all bids and to waive informality and irregularity in bids and bidding. The Orange Beach Board of Education shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the bid documents, and to determine the low bidder on the basis of the sum of the base bid and alternates accepted.

3. Remove Bid Specifications, E. Insurance Requirements, page 5, entirely.
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4. Remove General Instructions for Bidders, items 10.0-10.6 Contract, page 9, entirely.
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5. Add below items 13-26 to General Instructions for Bidders, page 9, as listed below:

13.0 EXECUTION OF CONTRACT

13.1 Within ten (10) days of Notice of Award, the Contractor shall deliver to the Board proof of insurance as required by Contract Documents. All proof of insurance shall be approved by the Board before the Contractor may proceed with Work.

13.2 The Contractor shall commence work within ten (10) days following receipt of the Notice to Proceed or on a date stipulated in the authorization to proceed.

14.0 LAWS AND REGULATIONS

The Contractor's attention is directed to the fact that all applicable State laws, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

15.0 ALABAMA LICENSE CONTRACTOR

All Contractors submitting bids in excess of Fifty Thousand Dollars (\$50,000.00) must be licensed contractors in the State of Alabama and must state their License Number on their Bid Form. Contracts less than Fifty Thousand Dollars (\$50,000.00) will not require a General Contractor's License; however, all other requirements shall remain the same.

16.0 BUSINESS LICENSE

The successful bidder will be required to obtain a City of Orange Beach Business License in order to operate within the Corporate Limits.

17.0 BID BOND

All bids in excess of Fifty Thousand Dollars (\$50,000.00) shall require a bid bond equal to 5% of the contract amount or \$10,000, whichever is lesser. Bid bonds will be returned by the Board of Education after the contract has been awarded.

18.0 PERFORMANCE BOND

If the winning bid is in excess of Fifty Thousand Dollars (\$50,000.00), the Contractor shall obtain a performance bond equal to 100% of the contract amount and shall provide such bond within ten (10) days of Notice of Award.

19.0 LABOR & MATERIALS BOND

If the winning bid is in excess of Fifty Thousand Dollars (\$50,000.00), the Contractor shall obtain a Labor & Materials Payment Bond equal to but not less than 50% of the contract amount and shall provide such bond within ten (10) days of Notice of Award. The bond shall include payment of reasonable attorney's fees incurred by successful claimants in civil actions.

20.0 INSURANCE REQUIREMENTS Contractor agrees, at its sole expense, to maintain on a primary and non-contributory basis during the life of this Contract, or the performance of

Work hereunder, insurance coverages, limits, and endorsements as set out below. Contractor agrees to obtain Commercial General Liability, Business Auto Liability, Worker's Compensation, and Commercial Umbrella/Excess Liability before starting the work. Contractor also agrees to undertake the obligation to insure that all subcontractors abide by these same insurance requirements.

The Contractor agrees the insurance requirements herein as well as Board's review or acknowledgment is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Cross Liability.

Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned, and Hired Automobiles.

Worker's Compensation & Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Worker's Compensation insurance covering all workers involved in the Work. (Note: Elective exemptions or coverage through an employee leasing arrangement will violate this requirement.) Subcontractor shall also obtain Employer's Liability insurance with minimum limits of \$500,000 Each Accident, \$500,000 Disease Policy Limit, and \$500,000 Each Employee.

Commercial Umbrella/Excess Liability

Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$1,000,000 Aggregate. The Contractor agrees to endorse the Orange Beach Board of Education as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the Board is automatically defined as an Additional Protected Person.

Additional Insured Endorsements

The Contractor agrees to endorse the Orange Beach Board of Education as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage than:

- CG2010 10 01 – Additional Insured; Owners, Lessees, or Contractors, OR
- CG2010 07 04 – Additional Insured; Owners, Lessees, or Contractors; Scheduled Person or Organization endorsement

The name of the organization endorsed as Additional Insured for all endorsements shall read "Orange Beach Board of Education."

Waiver of Subrogation

Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the Orange Beach Board of Education. If a policy prohibits waiving subrogation rights without an endorsement, the Contractor agrees to endorse it with a Waiver of Transfer of Rights of Recovery against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which voids coverage if subrogation is waived.

Right to Revise or Reject

The Orange Beach Board of Education reserves the right to revise any insurance requirement based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the Board reserves the right, but not the obligation, to review and reject and insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage, due to its poor financial condition or failure to operate legally in the State of Alabama. In such events, the Board shall provide Contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy

The coverages, limits, or endorsements required herein protect the primary interests of the Orange Beach Board of Education, and the Contractor agrees in no way should these coverages, limits, or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate of Insurance

Contractor agrees to provide Orange Beach Board of Education a Certificate of Insurance evidencing the above coverages. If the Contractor receives a non-renewal or cancellation or other material change notice from an insurance carrier affording coverage required herein, Contractor agrees to notify the Board immediately with specifics as to which coverage is no longer in compliance. The Board shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to the Board evidencing the replacement coverage. The Contractor agrees the Board reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the Board. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the Board shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the Board.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the Orange Beach Board of Education has been endorsed on the Commercial Umbrella/Excess Liability and Commercial General Liability policy as an Additional Insured. Clearly indicate the project name and project number.

2. Clearly indicated Certificate Holder(s) as follows:

Original to: Orange Beach Board of Education
Attn: Superintendent
P.O. Box 2799
Orange Beach, AL 36561

21.0 COMPLETION DATE

21.1 The Contractor shall complete the work no later than July 1, 2024.

21.2 The completion date shall not be extended except for unavoidable delays caused by, but not limited to, fires, floods, storms, strikes, accidents, or other circumstances beyond the Contractor's control. The Contractor may request additional completion time within one week from the occurrence of the delay. The Board of Education shall be the sole judge of such "unavoidable delays," and the extent thereof. In the event that such a determination is made, the date of completion shall be extended by a length of time equal to that lost by such circumstances. The Orange Beach Board of Education shall not be liable to the Contractor for any damages or additional compensation as a consequence of any delay, hindrance, interference, or other similar event beyond the Board's control. Failure by the Contractor to notify the Orange Beach Board of Education within one week from the occurrence of delay will constitute a forfeiture of any potential time extension.

22.0 LIQUIDATED DAMAGES

22.1 Deduction at the rate of Three Hundred Dollars (\$300.00) per day shall be made from the total Contract price for each and every calendar day beyond the Completion Date that the work remains not satisfactorily completed.

22.2 The above mentioned sum shall be deducted as Liquidated Damages. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to the Board without limiting the Orange Beach Board of Education's right to terminate this agreement for default as provided elsewhere herein.

23.0 DEFAULT OF CONTRACTOR In cases of default of the contractor, the Board of Education may procure the Work from other sources and hold the contractor responsible for any excess cost occasioned thereby.

REQUIREMENTS FOR CONTRACTS AND PURCHASES

Effective January 1, 2012 under the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act," Act No. 2011-535, Alabama Code (1975) Section 31-13-1, Et Seq., before entering into a contract with the City to:

1. Perform a service;
2. Perform work;
3. Provide a product;
4. Accept a grant; and/or
5. Accept an initiative

The State of Alabama requires the business entity to sign a notarized affidavit agreeing:

1. Not to knowingly employ, hire for employment, or continue to employ, any unauthorized aliens in the State of Alabama;
2. To enroll in the E-Verify Program, to verify the immigration status of every employee required to be re-verified through that system and to provide documentation of its enrollment; and
3. To require its subcontractors to comply with the above requirements.

Before any contract can be let, purchase can be made, or payment can be issued by the Orange Beach Board of Education after January 1, 2012, the Affidavit on the reverse side of this document must be completed, notarized, and returned to our offices.

Note: Proof of enrollment in the E-Verify Program must accompany the Affidavit, unless you do not have or hire any employees.

Questions about this process may be directed to Taelor Robinson, Buyer, at (251) 981-0168 or via e-mail at trobinson@orangebeachal.gov.

COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED BID.

AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the Orange Beach Board of Education, Alabama, I hereby attest that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(Attach documentation establishing that business entity/employer/contractor is enrolled in the E-Verify Program.)

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

My Commission Expires: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT

(Name of Contractor/Principal)

_____, as Principal,
(Address)

and _____
(Name of Surety)

of _____, as Surety,
(Address)

are held and firmly bound unto **Orange Beach Board of Education**, as obligee, in the full and just sum of:

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its bid for:

PAINTING SERVICES (OBCS)

The condition of this obligation is such that, if the aforesaid Principal shall be awarded the Contract, the said Principal will, within the time required, enter into a formal Contract, and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract, then this obligation to be void; otherwise, the Principal and the Surety will pay unto the full amount of said bond. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

SIGNED, SEALED AND DELIVERED _____
(Date)

Witness

Witness

Principal (Seal)

Surety (Seal)

Title

Title

Bids will not be considered unless Bid Bond is signed by Principal and Surety,
or in lieu thereof, a certified check must accompany the bid.

NOTICE OF AWARD (SAMPLE)

DATED:

TO:

PROJECT: **PAINTING SERVICES (OBCS)**

You have been awarded a contract for **PAINTING SERVICES (OBCS)**.

Within ten (10) days of the date of this Notice of Award, you must deliver to the Orange Beach Board of Education the enclosed contract documents, fully executed, signed and witnessed, and a Certificate of Insurance as follows:

- 1 original Contract
- 1 original Performance Bond
- 1 original Labor and Material Bond
- 1 original Certificate of Insurance certifying compliance with all insurance requirements as specified in the General Conditions
- 1 copy Alabama General Contractors License
- 1 copy Orange Beach Business License

Please contact Timeka Cunningham in the Finance Department at (251) 981-6782 for more information regarding the Business License.

Within ten (10) days after receipt of the above documents, the Orange Beach Board of Education will return to you one (1) fully signed original of the Contract.

You will be notified of the time and place for a preconstruction conference; your proposed work schedule must be delivered to the Orange Beach Board of Education at that time.

Failure to deliver the aforementioned contract documents and insurance certificate within the time specified will entitle the Orange Beach Board of Education to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Bond forfeited.

ORANGE BEACH BOARD OF EDUCATION

By: _____
Randy Wilkes, Superintendent

CONTRACT (SAMPLE)

THIS AGREEMENT, made and entered into the ____ day of _____, 2024, by and between _____, hereinafter called the Contractor, and the **Orange Beach Board of Education**, and/or its assigns, hereinafter called the Owner.

WITNESSETH:

That the Contractor, for the consideration hereinafter set out, hereby agrees with the Owner as follows:

- a. That the Contractor shall perform all of the work in a satisfactory manner in accordance with the plans, specifications, bid requirements and conditions, which are attached hereto and made a part hereof as if fully contained herein, for **PAINTING SERVICES (OBCS)**.
- b. That the Contractor shall commence the work to be performed under this agreement within the Contract Time as defined in the *General Conditions*.

All work shall be accomplished with quality in a manner which will maintain safety to life and property, and reduce to a minimum any interference with abutting property or public travel. All work shall be inspected and approved by the City Public Works Director or his designee as Owner's representatives before payment shall be made.

- c. The Owner hereby agrees to pay to the Contractor for satisfactory performance of the agreement, subject to additions and deductions as provided in the contractual documents, in lawful money of the United States as follows:

_____.

- d. Estimates of work completed shall be made by the Contractor each month and submitted to the Owner. Within thirty (30) calendar days after submittal by the Contractor, the owner shall make partial payments to the Contractor on the basis of the estimate of work, duly certified and approved by the City Construction Manager, and performed during the preceding calendar month by the Contractor, less two and a half percent (2.5%) of the amount of such estimate which is to be retained by the owner until all work (100%) has been satisfactorily completed in accordance with this agreement.
- e. Upon substantial completion and inspection of all work covered by this agreement, payment of the Contract sum shall be made within thirty (30) calendar days, less retainage.

Said retainage shall be retained until: 1) Submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full including a Waiver and Release of Lien on the form included in the Contract Documents; 2) Legal notice of advertisement of completion has been advertised four (4) consecutive weeks

in some newspaper of general circulation in Baldwin County, Alabama, as approved by the Owner; 3) Final inspection by the Orange Beach School Director of Operations or his designee and final acceptance of the work by the Owner.

- f. It is mutually agreed between the Owner and the Contractor that timely performance is of the essence to this Contract, and the Contractor agrees to keep a working force on the job of the size that is adequate to perform all work in accordance with the Contractor's approved work schedule.
- g. The Contractor hereby agrees to warrant that all material and workmanship is of the quality, quantity, and character specified and shown, and that any faulty materials or workmanship made known to him within one (1) year after date of final certificate of payment shall be made good by him without additional expense to the Owner.

Failure to complete the work within the allotted Contract time will cause loss to the Owner in administrative, engineering, inspection, interest, and supervision charges. Therefore, any overrun in the Contract time, which in the opinion of the Board of Education Contract Manager is caused by undue delay, shall be charged to the Contractor at \$300.00 per day and deducted from the final payment as liquidate damages.

- h. The Owner reserves the right to terminate the contract upon written notice to the Contractor at least five (5) days prior to said termination. In the event that the Contract is terminated, the Contractor will be compensated in accordance with the bid items of the Contract and its attachment for all approved work in place.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.

(Corporate Seal)

_____ **(Contractor)**

By: _____

Its _____

Attest: _____

Its _____

(Seal)

Orange Beach Board of Education (Owner)

By: _____

Randy Wilkes, Superintendent

Attest: _____

Joe Blevins, Director of Operations

NOTICE TO PROCEED (SAMPLE)

DATED:

TO:

PROJECT: **PAINTING SERVICES (OBCS)**

You are hereby notified to commence work in accordance with the Agreement dated _____, 2024, on or before _____, 2024. You are to complete the work by July 1, 2024.

Orange Beach Board of Education (Owner)

By: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this _____ day of _____, 2024.

By: _____

WAIVER AND RELEASE OF LIEN (SAMPLE)

FROM:

TO: Orange Beach Board of Education (Owner)

PROJECT: **PAINTING SERVICES (OBCE)**

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned, having been employed by the **Orange Beach Board of Education** to furnish labor and/or materials for the referenced project, does hereby waive and release any and all lien and claim or right to lien and claim against the **Orange Beach Board of Education** on the referenced project on account of labor, services, equipment, materials, etc. furnished for the referenced project.
2. The undersigned further certifies that to the best of his knowledge and belief, there are no unsatisfied or outstanding claims of any character arising out of the furnishing of labor, equipment, services, and/or materials for the referenced project.
3. The undersigned further agree that, after execution of this document, it will indemnify, defend at its expense, and save the **Orange Beach Board of Education** harmless from any and all claims or liens arising out of the undersigned's furnishing of labor, equipment, services, and/or materials for the referenced project.
4. The undersigned has executed this document in order to induce the **Orange Beach Board of Education** to make final payment to and in no way acts as a release of any claim the undersigned may have against parties other than the **Orange Beach Board of Education** arising out of the furnishing of labor and/or materials for the referenced project.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this ____ day of _____, 2024.

By: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

Personally appeared before me the undersigned Notary Public in and for said County and State, _____, who is known to me and who, after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

NOTARY PUBLIC

6. The Bid form is Revised to change the square footage from 11,000 in the Sea, Sand and Stars Facility to 17,550 square feet, include two coats of paint in each facility area on every surface painted, and to include painting of all doors in the hallways of the 300 Building at the Orange Beach Elementary School in Agreeable Gray.

To reflect these changes, please use the attached revised Bid Form.

Please be sure to acknowledge receipt of this addendum on your bid form.

BID FORM – PAINTING SERVICES

Item	Description	Est. Sq. Ft.	Lump Sum Bid Amount
1	Orange Beach Elementary School – Sea, Sand, and Stars Facility The lump sum bid for this item shall be compensation in full for painting two coats on the interior walls and ceiling in the facility located at 4900 South Wilson Boulevard, Orange Beach, Alabama, as specified.	17,550	\$ _____
2	Orange Beach Elementary School – 300 Building The lump sum bid for this item shall be compensation in full for painting two coats on the interior hallways only and two coats of Agreeable Gray on the all doors in hallways in the 300 Building of the Orange Beach Elementary School located at 4900 South Wilson Boulevard, Orange Beach, Alabama, as specified.	3,500	\$ _____
BID TOTAL			\$ _____
Estimated Days to Complete			_____

ADDITIVE ALTERNATE to provide interior painting at Orange Beach Middle/High School. Cost provided should reflect painting the estimated square footage.

1	Orange Beach Middle/High School hallways painting two coats, 25,000 sq.ft. located at 23908 Canal Road, Orange Beach, AL, as specified.	\$ _____
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The bidder acknowledges receipt of the following addenda covering revisions to the bid documents, and states that the costs, if any, of such revisions have been included in the base bid and other prices quoted herein:

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

Note: If no addenda have been received, write in “none.”

The undersigned bidder acknowledges having inspected the site(s) and the conditions affecting and governing the accomplishment of the project, and proposes to furnish all materials and perform all labor, as specified, to complete the project.

_____	_____
Company Name	Company Representative
_____	_____
Street Address	Title
_____	_____
City, State, Zip	Phone
_____	_____
Federal Employer ID No. <i>(if no FEIN, enter SSN)</i>	Email

Alabama Contractors License No.	

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all delivery or freight charges to Orange Beach City Schools. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise. By signing this contract, the company represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

SWORN TO AND SUBSCRIBED	_____	_____
BEFORE ME THIS DAY OF	Company Name	Authorized Signature (INK)
_____, 20____.	_____	_____
	Mail Address	Typed Authorized Name
_____	_____	_____
Notary Public	City, State, Zip	Title
_____	_____	_____
Commission Expires	Phone Including Area Code	Fax Number

PAGES 3 & 4 MUST BE RETURNED IN SEALED BID